

**Interlocal Agreement for Fire Protection and Emergency Medical Services
for Grant PUD Facilities**

This Interlocal Agreement (“Agreement”), effective January 1, 2024 (“Effective Date”), is by and between Public Utility District No. 2 of Grant County, Washington (“Grant PUD”) and Grant County Fire District Nos. 3, 4, 5, 6, 7, 8, 10, 12, 13, 14, and 15 (“Fire Districts”). Grant PUD and Fire Districts may be referred to herein individually as a “Party” and collectively as “Parties”.

RECITALS

Whereas, Grant PUD is a municipal corporation in the State of Washington and is the owner of real and personal property located in Grant County and within the boundaries of the Fire Districts; and

Whereas, each Fire District is a municipal corporation in the State of Washington and is organized and equipped to give fire protection and emergency medical services within its boundaries, and Grant PUD desires that each Fire District provide such services for Grant PUD property and all persons on such property within the boundaries of each Fire District; and

Whereas, the Parties are authorized to enter into a contract for fire protection services pursuant to RCW 52.30.020 and RCW Chapter 39.34; and

Whereas, it is the intent of the Parties that this Agreement supersede and replace Cooperative Fire Protection Agreement 430-472, which was entered into by the Parties in April 1992.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. Services

1.1. Each Fire District shall provide fire protection and emergency medical services necessary for the protection and safety of Grant PUD personnel and the property, buildings, and equipment owned or operated by Grant PUD located within or adjacent to such Fire District (see Appendix A, Service Areas). Each Fire District shall make reasonable efforts to protect Grant PUD poles located within such Fire District’s boundaries where burnout operations are being used unless firefighter and/or public safety are at risk. Each Fire District shall take measures to prevent fires outside a substation from entering the substation commensurate with measures the Fire District would take to protect a residential structure.

The duties and responsibilities of the Fire District under this Agreement shall be the same as those owed to the general public and other property owners.

1.2. Grant PUD and Fire Districts 8 and 10 shall coordinate annually to review the fire response plans for Wanapum Dam and Priest Rapids Dam and tour the facilities.

2. Term and Termination

2.1 This Agreement shall be effective January 1, 2024, and shall extend for an indefinite period, calendar year to calendar year, unless terminated in accordance with this section.

2.2 This Agreement may be terminated by mutual written agreement of all Parties by October 1st of any year, thereby terminating the Agreement as of December 31st of the year in which notice is given.

2.3 A Fire District may withdraw from this Agreement by giving written notice to the other Parties by October 1st of any year, thereby terminating the withdrawing Party's rights and obligations under the Agreement as of December 31st of the year in which notice is given. The Agreement shall continue between the remaining Parties.

3. Payment

3.1. Grant PUD shall pay the Fire Districts annually for services described in Section 1. The annual payment amount will be calculated in accordance with Section 3.2 below. The Fire Districts are responsible for determining the distribution of each payment. On or before January 1st of each year, the Fire Districts shall provide written notice to Grant PUD at the address specified in Appendix B, directing the appropriate distribution of the payment amongst the Fire Districts for that particular year. Grant PUD shall make the payment accordingly by January 31st or 30 days following receipt of the notification, whichever is later.

3.2. For all services to be provided in 2024 and subsequent years, Grant PUD shall pay the Fire Districts a sum as computed by the following formula:

$$\text{Formula: } ((A - B) \times C) - D = E$$

A = Grant County's portion of the PUD Privilege Tax in the preceding calendar year per Grant County Board of Commissioners resolution and the provisions of Chapter 54.28 RCW.

B = Grant County's portion of the PUD Privilege Tax in the preceding calendar year distributed to cities and towns of Grant County per Grant County Board of Commissioners resolution and the provisions of Chapter 54.28 RCW.

C = A constant factor of 0.10

D = Grant County's portion of the PUD Privilege Tax in the preceding calendar year distributed directly to Fire Districts per Grant County Board of Commissioners resolution and the provisions of Chapter 54.28 RCW.

E = Payment due to Fire Districts

4. Effect on Other Agreements

This Agreement shall supersede and replace Fire Protection Agreement 430-472, which was entered into by the Parties in April 1992.

Nothing in this Agreement shall modify or alter the rights and responsibilities of Grant PUD and Grant County Fire District No. 8 arising under Contract No. 230-12115, Interlocal Agreement for Fire Protection and Emergency Medical Services for Wanapum Village.

5. Notifications

Any notice or other communication under this Agreement given by either Party shall be sent via email or mailed, properly addressed, and stamped with the required postage, to the intended recipient at the address and to the attention of the person specified in Appendix B and shall be deemed served when received and not mailed. Either Party may from time to time change such address by giving the other Party notice of such change.

6. Applicable Law

The Parties agree this Agreement shall be governed by the laws of the State of Washington, and that in the event legal action becomes necessary to enforce any provisions of this Agreement, venue shall be in the Superior Court of Grant County Washington or the U.S. District Court for the Eastern District of Washington. In the event either Party institutes a suit against the other to enforce any provisions of this Agreement, the substantially prevailing Party shall be entitled to reasonable attorneys' fees and reasonable costs of the suit in addition to any other relief allowed.

7. Amendments

Any modification of this Agreement or additional obligations assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party.

8. Assignment

Neither Party shall assign this Agreement or any of its rights hereunder without the other Party's prior written consent, which shall not be unreasonably withheld. This Agreement shall be binding not only upon the Parties hereto, but upon their assigns and successors as well.

9. Non-Waiver

No waiver of any provision of this Agreement, or any rights or obligations of either Party under this Agreement, shall be effective, except pursuant to a written instrument signed by the Party or Parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. The failure of either Party to require the performance of any term of this Agreement or the waiver of either Party of any breach under this Agreement shall not operate or be construed as a waiver of any other provision hereof, nor shall it be construed as a waiver of any subsequent breach by the other Party hereto.

10. Counterparts and Electronic Signatures

The Parties may execute this Agreement, and any modification to this Agreement that is required to be executed, in any number of counterparts and through electronic signature. Each counterpart and electronic signature will be deemed an original and all counterparts will constitute one agreement binding on both Parties.

11. Filing

The Parties shall, in compliance with RCW 39.34, upon execution of this Agreement, file copies of the Agreement with their respective county auditors or, alternatively, post an electronic copy of the Agreement on the Parties' websites.

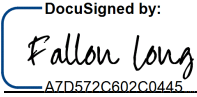
12. Authority/Warranties and Representations

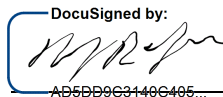
Each Party represents that they have been duly authorized to execute this Agreement on behalf of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date written below.

Public Utility District No. 2
of Grant County, Washington

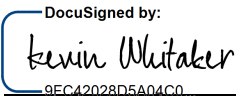
Grant County Fire District No. 3

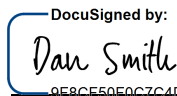
By:  Fallon Long
Name: Fallon Long
Title: Managing Director of Intergrated Ops & Svcs.
Date: 12/13/2023

By:  Randy Zolman
Name: Randy Zolman
Title: Chairman of Board
Date: 12/21/2023

Grant County Fire District No. 4


Grant County Fire District No. 5

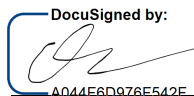
By:  Kevin Whitaker
Name: Kevin whitaker
Title: Fire Chief
Date: 12/13/2023

By:  Dan Smith
Name: Dan Smith
Title: Fire Chief
Date: 12/19/2023

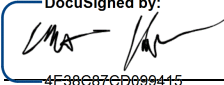
Grant County Fire District No. 6

Grant County Fire District No. 7

By:  Daryl Dormaier
Name: Daryl Dormaier
Title: Fire Chief
Date: 12/13/2023

By:  Christopher Baker
Name: Christopher Baker
Title: Fire Chief
Date: 12/13/2023

Grant County Fire District No. 8

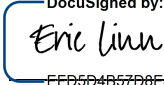
By: 
DocuSigned by:
4E38C87CD099415...

Name: Matt Hyndman

Title: Fire Chief

Date: 12/19/2023

Grant County Fire District No. 10

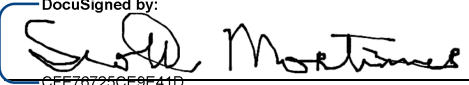
By: 
DocuSigned by:
EFD5D4B57D0E4C2...

Name: Eric Linn

Title: Fire Chief

Date: 12/14/2023

Grant County Fire District No. 12

By: 
DocuSigned by:
CFE70725CE9E41D...

Name: Scott Mortimer

Title: Fire Chief

Date: 12/17/2023

Grant County Fire District No. 13

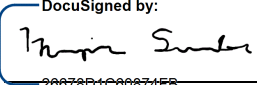
By: 
DocuSigned by:
19E1E492781344E

Name: Allen Sieverkropp

Title: president

Date: 12/19/2023

Grant County Fire District No. 14

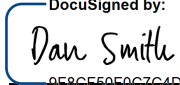
By: 
DocuSigned by:
20078D1C00874FB...

Name: Marjorie Sanders

Title: Commissioner

Date: 12/20/2023

Grant County Fire District No. 15

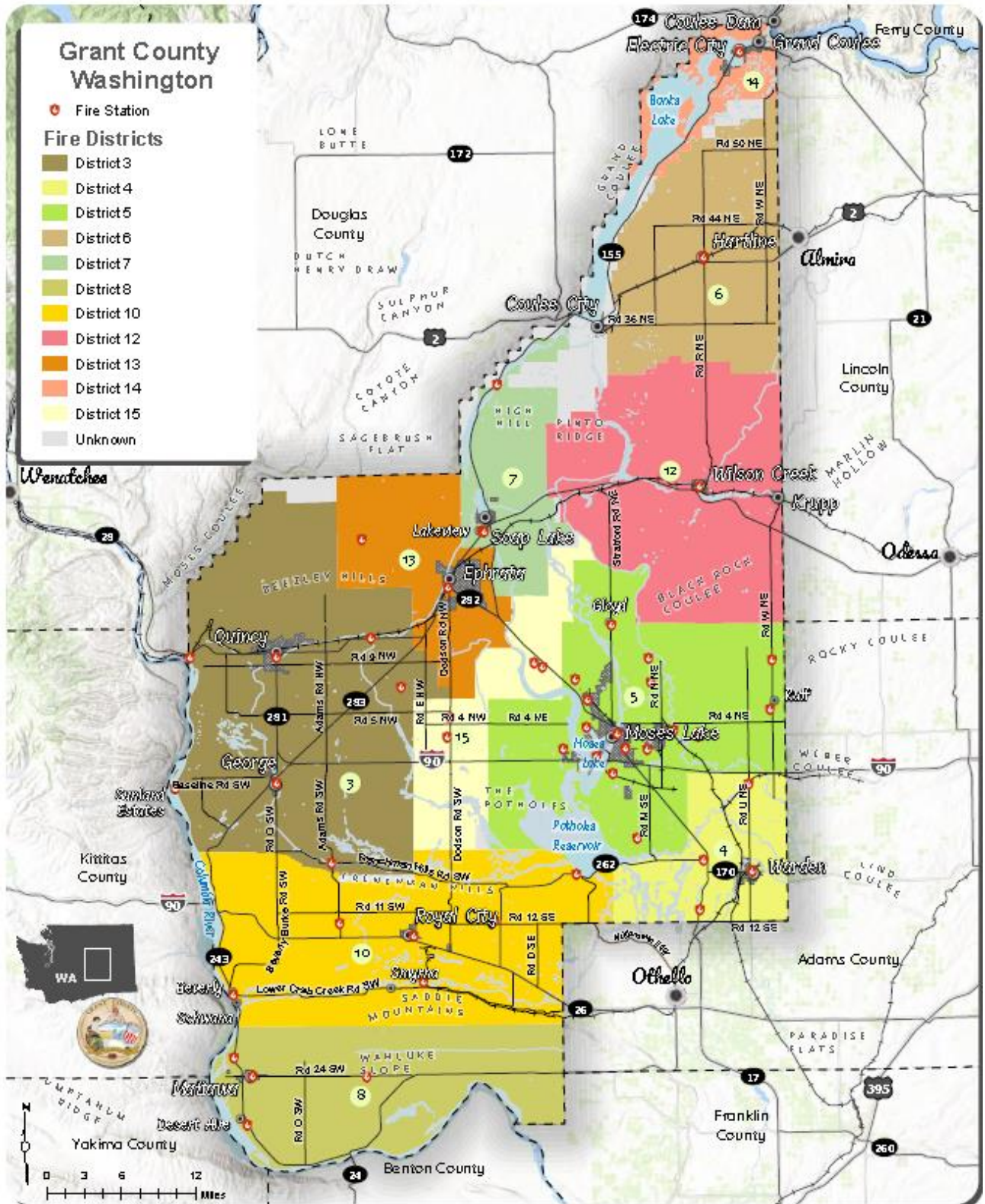
By: 
DocuSigned by:
0F8CF60F8C7C4D0...

Name: Dan Smith

Title: Fire Chief

Date: 12/19/2023

APPENDIX A – SERVICE AREAS



APPENDIX B – ADDRESSES FOR NOTICES**Grant PUD**

Public Utility District No. 2 of Grant County, Washington
 Attn: Manager, Emergency Preparedness
 PO Box 878
 Ephrata, WA 98823
 dponozzo@gcpud.org
 With a copy to Legal@gcpud.org

Fire Districts – Administrator for Annual Payment Allocation

Grant County Fire District No. 8
 Barb Davis
 barb@gcfd8.net

Fire Districts – Legal Notices

Grant County Fire District No. 3
 Attn: Fire Chief
 1201 Central Ave South
 Quincy, WA 98848
 aleibelt@gcfd3.net

Grant County Fire District No. 4
 Attn: Fire Chief
 PO Box 368
 Warden, WA 98857
 Gcfd401@outlook.com

Grant County Fire District No. 5
 Attn: Fire Chief
 11058 Nelson Rd NE
 Moses Lake, WA 98837
 dsmith@gcfd5.org

Grant County Fire District No. 6
 Attn: Fire Chief
 935 Willard Street
 Hartline, WA 99135
 Grantfire6@gmail.com

Grant County Fire District No. 7
 Attn: Fire Chief
 PO Box 1449
 Soap Lake, WA 98851
 firechief@gcfd7.org

Grant County Fire District No. 8
 Attn: Fire Chief
 20643 Rd 22.5 SW
 Mattawa, WA 99349
 chief@gcfd8.net
 With a copy to contracts@gcfd8.net

Grant County Fire District No. 10
 Attn: Fire Chief
 PO Box 220
 Royal City, WA 99357
 chief@grantfire10.com

Grant County Fire District No. 12
 Attn: Fire Chief
 PO Box 73
 Wilson Creek, WA 98860
 scottmortimer59@gmail.com

Grant County Fire District No. 13
 Attn: Fire Chief
 PO Box 812
 Ephrata, WA 98823
 chiefstucky@grant13firerescue.org

Grant County Fire District No. 14
 Attn: Fire Chief
 PO Box 282
 Electric City, WA 99123
 Marjorie618@gmail.com

Grant County Fire District No. 15
 Attn: Fire Chief
 11058 Nelson Rd NE
 Moses Lake, WA 98837
 dsmith@gcfd5.org